

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR**Present: Thiru.R.Saravana Babu, B.A., L.L.B.,****Subordinate Judge, Mettur****Friday, the 17th day of July 2026****O.S.No.29/2026****CNR.No: TNSA16-000090-2026**

K. Arun Kumar

... Plaintiff

//Vs//

G. Arthanari

... Defendant

This suit is coming on 07.07.2026 before this Court for final hearing in the presence of Thiru.a.Murugan, learned counsel for the plaintiff and the defendant having remained exparte and upon hearing the plaintiff side arguments and on perusing the documents as well as the oral testimony and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit is filed for the relief of specific performance of contract as per the sale agreement dated 20.09.2021.

2. Brief averments of the plaint:

The suit properties originally belonged to the defendant registered gift settlement deed dated 20.09.2021. The defendant decided to sell the suit properties and the plaintiff after hearing about the same met the defendant and offered to purchase the suit properties and the defendant accepted the same. The rate was fixed as Rs.5,00,000/- (Rupees Five lakhs only). The plaintiff and the defendant accepted for the same and on 20.09.2021, the defendant received a sum of Rs. 3,00,000/- (Rupees Three Lakhs only) as an advance amount from the plaintiff and executed a registered sale agreement in favour of the plaintiff on the same day. The period for sale is mentioned as 30 months from the date of agreement.

3. The plaintiffs is always ready and willing to perform his part of contract with the balance amount. The plaintiff on so many occasions, in person and through mediators approached the defendant and requested them to execute the sale deed after receiving the balance consideration. The defendant postponed the same for unnecessary reasons. Therefore, the plaintiff has issued a legal notice to the defendants on 10.08.2024 to call

upon the defendant to execute the sale deed on 16.08.2024. The defendant has not received the notice. The plaintiff is ready to deposit the balance sale consideration of Rs.2,00,000/- whenever directed by the court. Therefore, the plaintiff has laid the suit for the specific performance of contract with alternative relief.

4. The suit was taken on file and summon was sent to defendant. The defendant called absent and set exparte on 12.03.2026.

5. The point for consideration is:

(i) Whether the plaintiff is entitled for the relief of specific performance to execute sale deed in him favour by defendant or not ?

(ii) Whether the plaintiff has proved the readiness and willingness to purchase the suit property?

(iii) To what other relief the plaintiff is entitled to ?

6. To substantiate the case, the Plaintiff has been examined as Pw1 and produced the documents under Ex.A1 to Ex.A3. Since the defendant remained exparte they have not adduced any oral and documentary evidence. This Court has carefully considered the arguments of learned counsel for Plaintiff and has keenly perused the evidence adduced by Plaintiff.

7. Issue No.1 and 2:-

7.1)Pw1 has deposed the similar averments stated in the plaint. Exhibit A1 is the Sale agreement between the plaintiff and defendant. On perusal of said document it is found that the defendant has entered into the agreement to sell the suit properties to Pw1 for sale consideration of Rs.5,00,000/- and received Rs.3,00,000/- as advance amount and agreed to execute sale deed in favour of Pw1 within 30 months after receiving balance consideration of Rs.2,00,000/-. On perusal of Ex.A2 it is found that the legal notice sent to the defendant. On perusal of Ex.A3 it is found that the Returned Postal cover.

8. The defendant has remained exparte and the veracity of testimony of Pw1 was not tested by way of cross examination and the documents relied by plaintiff was not disputed by defendant. On perusal of the records, it is found that the plaintiff has entered into the sale agreement with the defendant in order to purchase the suit property. In this instant case, the plaintiff has proved that they are always ready and willing to purchase the

suit property. It is further found that from the Exhibit A1 is the sale agreement is executed between the plaintiff and the defendant. Therefore, it is decided that the plaintiff is always ready and willing to perform his part on contract. In this circumstance, the plaintiff has proved the case by way of oral and documentary evidence, as such the plaintiff is entitled for the relief of specific performance to execute sale deed in his favour by the defendant. The point is answered accordingly.

9. To what other relief the plaintiff is entitled to ?

Since the relief sought by the plaintiff is granted, the plaintiff is entitled to any other relief. The point is answered accordingly.

10. In the result, the plaintiff is directed to deposit the balance sale consideration of Rs.2,00,000/- within the period of one month and the defendant is directed to receive the balance sale amount of Rs.2,00,000/- from the court deposit and execute a registered sale deed at the cost of the plaintiff and deliver the suit property to the plaintiff within a period of one month from the date of order, failing which the plaintiff is at liberty to take steps through the court for the execution of sale deed at the cost of the plaintiff.

Dictated to the Steno-typist directly and computerized by her, corrected and pronounced by me in the open court, this the 17th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Arun Kumar

Plaintiff Side Exhibits:

Ex.A1	20.09.2021	Sale agreement executed in between the plaintiff and defendant	Original
Ex.A2	10.08.2024	Legal Notice issued by the plaintiff to the defendant with postal receipts	Office Copy
Ex.A3	-	Returned Postal cover	Original

Defendant side Witness and Exhibits: Nil

**Subordinate Judge,
Mettur.**